

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

BITMAIN TECHNOLOGIES GEORGIA LIMITED,)	
)	
)	
Plaintiff,)	
)	No. 4:24-cv-00927-HEA
vs.)	
)	
JWKJ TECHNOLOGIES LLC,)	
)	
Defendant.)	

DEFENDANT’S MOTION TO DISMISS AND COMPEL ARBITRATION

Defendant JWKJ Technologies LLC (“**Defendant**”), by and through its attorneys Dentons US LLP, moves to compel arbitration of Plaintiff Bitmain Technologies Georgia Limited’s (“**Plaintiff**”) claims (including, without limitation, its requests for injunctive relief) pursuant to 9 U.S.C. § 4, and requests the Court dismiss Plaintiff’s Complaint in its entirety:

1. Plaintiff has improperly sued Defendant in this Court despite a clearly applicable mandatory arbitration provision in the parties’ agreement.

2. The governing “Service Framework Agreement,” dated March 1, 2023, between Plaintiff and Defendant includes the following broad arbitration clause at Section 16.4:

Dispute Resolution. *All disputes arising under this Agreement shall be submitted to arbitration in Houston, Texas before a single arbitrator of the American Arbitration Association (“AAA”).* The arbitrator shall be selected by application of the rules of the AAA, or by mutual agreement of the parties, except that such arbitrator shall be an attorney admitted to practice law in the Relevant Jurisdiction. No party to this agreement will challenge the jurisdiction or venue provisions as provided in this section. No party to this agreement will challenge the jurisdiction or venue provisions as provided in this section. Nothing contained herein shall prevent the party from obtaining an injunction. The breaching Party shall bear the attorney fees and arbitration fees of the non-breaching Party. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT

OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY. (emphasis added).

3. The Federal Arbitration Act (“**FAA**”) governs this matter. Given its strong policy favoring arbitration, arbitration is mandatory here because all of Plaintiff’s claims against Defendant in this lawsuit arise under the Service Framework Agreement and are related to the parties’ contractual relationship.

4. Because this entire dispute is subject to arbitration, this case should be dismissed in its entirety, including Plaintiff’s requests for injunctive relief.

5. Defendant’s arguments and authorities in support of this Motion are provided in its contemporaneously filed “Memorandum in Support of its Motion to Dismiss and Compel Arbitration,” which is incorporated herein by this reference as though fully stated herein.

WHEREFORE, Defendant JWKJ Technologies LLC respectfully requests that the Court grant its Motion to Dismiss and Compel Arbitration (dismissing Plaintiff’s Complaint in its entirety), decline to hear and/or dismiss Plaintiff’s Motion for Temporary Restraining Order, Preliminary Injunction and Expedited Discovery, and grant such other and further relief as the Court deems just and proper.

Dated: July 15, 2024

Respectfully submitted,

DENTONS US LLP

By: /s/ Rachel M. Milazzo

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